

LS 10/23/12 10:36:08
LS DK T BK 3,523 PG 511
DESO TO COUNTY, MS
W.E. DAVIS, CH CLERK

_____[Space Above This Line For Recording Data]_____
Original Recording Date: **February 26, 2007** Loan No: **0040797276**
Original Loan Amount: **\$78,400.00** FHA/VA Case Number: **23-23-6-0337871**
Original Lender Name: **CENTURY 21 (R)** MIN Number: **100020000407972763**
MORTGAGE (SM)

 **After Recording Return To:**
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244

This Document Prepared By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
1-877-766-8244

LOAN MODIFICATION AGREEMENT

Lender Address and Phone
PHH MORTGAGE CORPORATION
1 MORTGAGE WAY
MT. LAUREL, NJ 08054
800-446-0964

MERS Address and Phone
Mortgage Electronic Registration Systems, Inc.
P.O. Box 2026
Flint, MI 48501-2026
(888) 679-MERS

Borrower 1 Address and Phone
LELAND J FARMER
1801 CAINE CV
SOUTHAVEN, MS 38671
662-910-9563

Legal Description: See Exhibit "A" attached hereto and made a part hereof;

This Loan Modification Agreement ("Agreement"), made this 17th day of **September, 2012**, between **LELAND J FARMER, AN UNMARRIED PERSON** whose address is **1801 CAINE CV, SOUTHAVEN, MS 38671** ("Borrower") and **PHH MORTGAGE CORPORATION** which is organized and existing under the laws of **New Jersey**, and whose address is **1 MORTGAGE WAY, MT. LAUREL, NJ 08054** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of 1901 E. Voorhees Street, Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Beneficiary"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **February 20, 2007** and recorded in **Book/Liber 2,666, Page 34**, of the **Official Records (Name of Records) of DE SOTO County, MS (County and State, or other Jurisdiction)** and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

1801 CAINE COVE, SOUTHAVEN, MS 38671,

(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **October 1, 2012**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$77,583.72**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$2,283.54** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.000%**, from **October 1, 2012**. Borrower promises to make monthly payments of principal and interest of U.S. **\$370.40**, beginning on the **1st** day of **November, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **October 1, 2042** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by

the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Leland J Farmer (Seal)
LELAND J FARMER -Borrower

_____[Space Below This Line For Acknowledgments]_____

State of Mississippi

County of Desoto

Personally appeared before me, the undersigned authority in and for the said county and state on this 1 day of October, 2012, within my jurisdiction, the within named **LELAND J FARMER, AN UNMARRIED PERSON**, who acknowledged that (he)(she)(they) executed the above and foregoing instrument.

Ashley Byford
(signature of notary)

My commission expires : _____



PHH MORTGAGE CORPORATION

By: Rita Siegan (Seal)
- Lender

Name: RITA SIEGMAN - ASST. VICE PRESIDENT

Title:

10-16-12
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

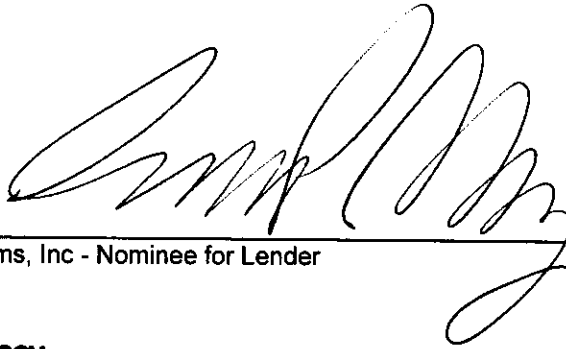
On 10/16/12, 2012, before me, Elizabeth Ann Lashley
a Notary Public in and for said State, personally appeared
RITA SIEGMAN - ASST. VICE PRESIDENT

_____ of the
Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the
individual whose name is subscribed to the within instrument and acknowledged to me that they executed
the same in their capacity; and that by their signature on the instrument, the individual, or the person upon
behalf of which the individual acted, executed the instrument.

Elizabeth Ann Lashley
Notary Public

ELIZABETH ANN LASHLEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/26/2016

Elizabeth Ann Lashley
Notary Public of New Jersey
My Commission expires: 9/26/2016



Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title:

Name **Amber Mooney**
ASSISTANT SECRETARY

Title
Date of Signature: 10/16/12

_____[Space Below This Line For Acknowledgments]_____

State of New Jersey, County of Burlington SS.:

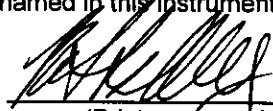
I CERTIFY that on 10/16/12

Amber Mooney

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument as Assistant Secretary
of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. the entity named in this instrument; and;
(c) executed this instrument as the act of the entity named in this instrument.

ELIZABETH ANN LASHLEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/26/2016


(Print name and title below signature)
10/16/12 Elizabeth Ann Lashley
Date Notary

LOAN: 0040797276

NAME: FARMER

EXHIBIT "A"

Lot 894, Section C, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per Plat thereof recorded in Plat Book 2, Page 19, in the Office of the Chancery Clerk of DeSoto County, Mississippi.